NATIONAL COMPANY LAW APPELLATE TRIBUNAL, PRINCIPAL BENCH, NEW DELHI

Company Appeal (AT) (Insolvency) No.1575 of 2023

[Arising out of order dated 24.11.2023 passed by the Adjudicating Authority (National Company Law Tribunal), Principal Bench, New Delhi in C.P. (IB) No.390(PB)/2023]

IN THE MATTER OF:

Santosh Kumar
Suspended Director
Available At: 711/92, Deepali Nehru Place,
New Delhi- 110019.

...Appellant

Vs.

1. ASK Trusteeship Services Private Limited
(through ASK Property Investment Advisory Private Limited)
Having its registered office at:
Birla Aurora. Level 16. Office Floor 9,
Dr. Annie Besant Road.
Worli. Mumbai- 400 030.

2. Nobility Estates P. Ltd.
Having its registered office at:
711/92, Deepali Nehru Place,
New Delhi-110019.
Through Mr. Hitesh Goel
(Interim Resolution Professional)
At: C4/ 1002 The Legends Apartments,
Sector 57, Gurugram, Haryana 122011.

...Respondents

Present:

For Appellant:	**Mr. Abhijeet Sinha, Advocate with Mr. Krish Kalra, Mr. Kartik Waxar, Advocates.**
For Respondents:	**Mr. Arun Kathpalia, Sr. Advocate with Mr. Arunav Guha, Ms. Vala Srihitha, Ms. Diksha Gupta, Mr. Aditya Dhupar, Advocates for FC**
	Mr. Prashant Mehta, Ms. Prachi Kohli, Advocates for Interveners/homebuyers

Cont'd.../

J U D G M E N T

ASHOK BHUSHAN, J.

This Appeal by Suspended Director of the Corporate Debtor has been filed challenging order dated 24.11.2023 passed by the Adjudicating Authority (National Company Law Tribunal), Principal Bench, New Delhi in C.P. (IB) No.390(PB)/2023 by which order the Section 7 application filed by the Respondent No.1, the Financial Creditor has been admitted. Appellant aggrieved by the said order has come up in this Appeal. Brief facts of the case necessary to be noticed for deciding this Appeal are:

i. A Debenture Subscription Agreement (DSA) was executed where the Financial Creditor, the Respondent No.1 subscribed to unlisted optionally convertible cumulatively secured debentures (OCD) aggregating to Rs.125,00,00,000/- issued by the Corporate Debtor. Various security and transaction documents as contemplated under DSA were executed on the same day such as Debenture Trust Deed, Memorandum of entry to create equitable mortgage, Deed of Personal Guarantee, etc.

ii. The Financial Creditor in the year 2020 send various emails to the Corporate Debtor highlighting several occasions where the Corporate Debtor has breached the terms of DSA and the Transaction Document. As per the DSA, the redemption date was 06.10.2020. The Corporate Debtor by letter dated 03.10.2020

requested the Financial Creditor for extension of 290 days i.e. upto 31.07.2021 for redemption of optionally convertible debentures. The Financial Creditor consented to the extension till July 31, 2021 which was communicated vide letter dated 05.10.2020. The Debenture Trust Deed and Debentures Subscription Agreement were amended and modified by way of an agreement of modification dated June 16, 2021 to record the revised redemption date.

iii. On 31.07.2021, the Corporate Debtor failed to redeem the OCDs. The Financial Creditor issued a notice dated 05.02.2022 to the Corporate Debtor and the Promoter detailing various defaults committed by the Corporate Debtor. The Financial Creditor called upon the Corporate Debtor and the Promoters to redeem the OCDs by paying Rs.504,50,00,000/- only within a period of 7 days with further coupons and redemption premium till date of payment.

iv. The Corporate Debtor send letter where liability to redeem and failure to redeem were categorically admitted.

v. The Financial Creditor filed Section 7 application on 24.05.2023 against the Corporate Debtor. The Part IV of the application mentions about particulars of financial debt, total amount claimed to be in default as on 24.05.2023 was

Rs.687,50,00,000/- only and date of default was mention as 06.05.2022.

vi. The Adjudicating Authority vide order dated 31.07.2023 issued notice to the Corporate Debtor to file its reply. On 09.08.2023, the Corporate Debtor sought two weeks' time to file reply. Again additional time was sought to file reply on 21.08.2023. On 28.08.2023, the Corporate Debtor filed reply and raised objection to the Section 7 application. On 09.10.2023, rejoinder was filed by the Appellant. On 11.10.2023, both the parties appeared and on a request for adjournment made by Corporate Debtor, the matter was adjourned to 18.10.2023. Matter was again adjourned for 06.11.2023 for physical hearing. The Adjudicating Authority heard the parties and by the impugned order dated 24.11.2023 admitted Section 7 application. Aggrieved by the order, this Appeal has been filed.

2. We have heard Shri Abhijeet Sinha, learned counsel appearing for the Appellant and Shri Arun Kathpalia, learned senior counsel appearing for the Financial Creditor – Respondent No.1. We have also heard learned counsel for the Interveners.

3. Shri Abhijeet Sinha, learned counsel for the Appellant challenging the order admitting Section 7 application submits that the optionally convertible debentures were in the nature of equity. It is submitted that the Financial Creditor invested the amount in optionally convertible debentures

(OCDs) and there was no debt on basis on which Section 7 application could be entertained. Learned counsel for the Appellant has relied on recent judgment of Hon'ble Supreme Court in ***"IFCI Limited vs. Sutanu Sinha & Ors., Civil Appeal No.4929 of 2023 decided on 09.11.2023 reported in 2023 SCC OnLine SC 1529".*** Shri Sinha further submitted the Financial Creditor was a related party of the Corporate Debtor. It is submitted that the application under Section 7 was admitted in contravention of Principles of Natural Justice. The Adjudicating Authority placed reliance on the Rejoinder Affidavit filed by the Applicant, although in the hearing dated 11.10.2023, the Applicant offered to withdraw the Rejoinder. Reliance of the Adjudicating Authority on the contents of the Rejoinder without giving opportunity to the Corporate Debtor to respond violates the Principles of Natural Justice. The Respondent is not a Financial Creditor of the Corporate Debtor, hence, application could not have been admitted. There is no default. The Corporate Debtor is a going concern. It is further submitted that the Adjudicating Authority relied on the instruments which are stamped insufficiently and are not admissible evidence. Mr. Sinha further submits that under the DSA 90 days' cure period was required to be given whereas in the Default Notice dated 30.03.2022 only 7 days' cure period was allowed.

4. Shri Arun Kathpalia, learned senior counsel for the Financial Creditor refuting the submissions of learned counsel for the Appellant submits that the optionally convertible debentures are financial debt within the meaning of Section 5(8)(c) of the Code. The judgment of the Hon'ble Supreme Court relied by the Appellant in ***"IFCI Limited"*** (Supra) is not

applicable in the facts of the present case. In the IFCI Ltd. case, the Hon'ble Supreme Court was dealing with debentures which was compulsorily convertible debentures and it was held by the Supreme Court that said debenture was in the nature of equity. This Tribunal in ***"MAIF Investments India Pte. Limited vs. Ind Bharath Energy (Utkal) Limited, Company Appeal (AT) (Ins.) No.597 of 2018 dated 23.04.2019"*** has already held that the optionally convertible debentures are financial debt, which judgment has rightly been relied by the Adjudicating Authority in the impugned order. It is submitted that the Appellant has not pleaded at any stage that the Financial Creditor is related party of the Corporate Debtor. In the pleadings of the Appeal also no such pleading has been made. In any view of the matter, the Section 7 application filed by the Financial Creditor was fully maintainable. The submission of learned counsel for the Appellant that 90 days' cure period was not allowed was not advanced before the Adjudicating Authority. The said plea is beyond pleading. With regard to insufficiency of stamp in transaction document, it is submitted that there was ample material before the Adjudicating Authority to return finding of debt and default. Learned counsel for the Respondent has referred to seven Judges Bench judgment dated 13.12.2023 of the Hon'ble Supreme Court in ***"Re Interplay between Arbitration Agreements Under the Arbitration and Conciliation Act 1996 and Indian Stamp Act 1899".*** The submission of the Appellant regarding violation of Principles of Natural Justice is wholly incorrect. The Adjudicating Authority has reserved the orders after hearing both the parties. Against the order dated 06.11.2023 reserving the orders by Adjudicating

Authority appeal being Company Appeal (AT) (Ins) No.1486 of 2023 was filed by the Appellant, which was dismissed by this Tribunal on 17.11.2023. The submission of the Appellant that Corporate Debtor is a going concern, hence, Section 7 application should not be admitted cannot be accepted there being debt and default, which has been proved. The Corporate Debtor itself in its reply has admitted debt and default, hence, the Adjudicating Authority had to admit the section 7 application.

5. We have considered the submissions of learned counsel for the parties and perused the record.

6. The first submission which has been advanced by learned counsel for the Appellant is that there was no debt due to the Financial Creditor since the optionally convertible debentures are in the nature of equity. The Financial Creditor was only investor and is not Financial Creditor of the Corporate Debtor. To support his submission, learned counsel for the Appellant has relied on judgment of Hon'ble Supreme Court in ***"IFCI Limited"*** (Supra). The judgment of the Hon'ble Supreme Court arose out of proceedings under CIRP where claim filed by the Appellant was rejected by the Resolution Professional on the ground that compulsorily convertible debentures are part of equity in the project cost. The said order of the Resolution Professional rejecting the claim was challenged before this Appellate Tribunal which appeal was dismissed. Aggrieved by which order appeal was filed before the Hon'ble Supreme Court. The facts of the case are noted in Para 2 of the judgment, which are as follows:

"2. In the factual scenario of the present case, we are concerned with a Highway project in which the appellant has made investments through the CCDs. The National Highways Authority of India (NHAI) had awarded the project in question in terms of a Concession Agreement dated 25.03.2010 executed between it and the IVRCL Chengapalli Tollways Ltd (ICTL). ICTL was in turn a subsidiary Company of IVRCL which was holding 100 per cent share capital of ICTL A consortium of lenders had provided term loan facility to the ICTL to execute various documents Including the company loan agreement dated 24.11.2010 and the balance project was to be financed by IVRCL through equity infusion. As a part of the equity component of the project, the financing was to be obtained through CCDs. It is not in dispute that what the appellant subscribed to was the CCDs, albeit with other debentures being executed simultaneously. The date of conversion into equity from the CCDs was December, 2017. The formal issuance of shares was however, not done after the said date. We may note that the appellant had agreed to subscribe to the CCDs at the request of ICTL and amount of Rs.125,00,00,000/- in terms of a Debenture Subscription Agreement dated 14.10.2011. In terms of the aforesaid agreement, there was a "put option" and thus, in the event of default on part of ICTL during the window period, these CCDs could be sold to a third party but the principal obligation of IVRCL continued to be in place. However, the factual scenario in respect thereof never arose."

7. The Hon'ble Supreme Court noticed the reason for rejection of the claim in Para 6 and observed that the ground for rejection of debt claimed was that Appellant have invested the amount as per compulsorily convertible debentures which has to be treated as equity. In Para 6 of the judgment following has been observed by the Hon'ble Supreme Court:

> *"6. It will be noticed from the aforesaid that the fundamental principal for rejecting the debt claim was that in view of the appellant having invested the amount as per the CCDs, the same was to be treated as equity. The CCDs had been approved as equity under the financial package for the Concession Agreement dated 25.03.2010 and were towards the part of equity of the project cost approved by the NHAI having a debt equity ratio. There was never any re-categorization of CCDs from equity to debt. The lenders' consortium had also approved the term of CCDs as equity. The endeavour of the appellant to challenge the position of the Resolution Professional vide IA No. 1465/2022 did not succeed in terms of an order dated 14.03.2023, the said order relied upon the judgment of this Court in Narendra Kumar Maheshwari v. Union of India It would be useful to extract that part of the judgment which has also been extracted in the impugned order of National Company Law Appellate Tribunal (NCLAT) as under:*
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> > *"A Compulsory Convertible Debenture does not postulate any repayment of the principle. The question of security becomes relevant for the purpose of payment of interest on these debentures and the payment of principle only in*

> *the unlikely event of winding up. Therefore, it does not constitute a 'debenture' in its classic sense. Even a debenture, which is only convertible at option has been regarded as a 'hybrid' debenture. Any instrument which is compulsorily convertible into shares is regarded as an "equity" and not a loan or debt.""*

8. The submission advanced on behalf of the Appellant in the said case was examined by the Supreme Court. The various clauses of the concession agreement, transaction document and debenture subscription agreement was noticed. After looking to the clauses of Debenture Subscription Agreement, the Supreme Court held that clause provides for automatic conversion into equity shares of ICTL on the relevant date for which there is no dispute. In Para 17 of the judgment following was held:

> *"17. The aforesaid clause thus provides for automatic conversion into equity shares of ICTL on the relevant date for which there is no dispute i.e. 09.11.2017."*

9. Hon'ble Supreme Court held that issue was correctly determined that nowhere it is stipulated that investment as CCDs would partake the character of financial debt. In Para 24 and 31 following was held:

> *"24. A reading of the impugned judgment, specifically the rationale from para 19 onwards shows that the issue has been correctly crystallized as to whether CCDs could be treated as a debt instead of an equity instrument. In that sense, it was observed that treating them as a debt would tantamount to breach of the concessional agreement and the common loan*

agreement. The investment was clearly in the nature of debentures which were compulsorily convertible into equity and nowhere is it stipulated that these CCDs would partake the character of financial debt on the happening of a particular event."

"31. We are thus of the view that the appeal does not raise any such question of law and that the findings of the Courts below are in accordance with settled principles."

10. The above judgement does not help the Appellant in the present case. In present case, DSA in question is not CCD rather DSA in question is OCD with regard to which there is no dispute between the parties. Learned counsel for the Respondent has rightly relied on judgment of this Tribunal in ***"MAIF Investments India Pte. Limited"*** (Supra), where Section 7 application was filed by the Financial Creditor which was dismissed by the Adjudicating Authority. The Financial Creditor has entered into subscription agreement subscribing OCDs. Appeal was filed by the Financial Creditor challenging the order rejecting the application. This Tribunal in the aforesaid case examined the DAS and held that OCDs are financial debt within the meaning of Section 5(8)(c). In Para 23 following was held:

"23. In the present case, there has been a disbursal of Rs. 102 Crores in favour of the 'Corporate Debtor' by way of 'OCDs'. In terms of Section 5(8)(c), any amount raised pursuant any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, comes within the meaning of 'financial debt'. Therefore, from the aforesaid fact, we find that

there is a disbursal of Rs. 102 Crores in favour of the 'Corporate Debtor' and the 'OCDs' originally met is against time value of money and per se, constitute 'financial debt' in the light of Section5(8)(c) of the I&B Code."

11. This Tribunal allowed the appeal and set aside the order and held the Appellant to be treated as Financial Creditor. The above judgment fully supports the submission of learned counsel for the Respondent.

12. Now we come to the submission of the Appellant that Financial Creditor is related party of the Corporate Debtor. We notice that the said plea has not been taken by the Appellant in the appeal or in the reply. However, it is not the case of the Appellant that application filed by the Financial Creditor is not maintainable it being related party. On the said submission no mileage can be taken by the Appellant nor on this ground it can be held that application was not maintainable.

13. Now coming to the submission of learned counsel for the Appellant that there was violation of Principles of Natural Justice since the Adjudicating Authority relied on the Rejoinder filed by the Applicant. 11.10.2023 was the date fixed before the Adjudicating Authority in the application. The Petitioner has filed Rejoinder on 09.10.2023. The Adjudicating Authority observed that Rejoinder was filed with delay, however, the Adjudicating Authority observed that if no opportunity is granted to the Corporate Debtor plea of violation of Principles of Natural Justice shall be raised and considering the aforesaid,

the Adjudicating Authority granted an opportunity by adjourning the matter to 18.10.2023. Para 6 and 7 of the order is as follows:

> *"6. Because of the delayed filing of the Rejoinder, Ld. Counsel for the CD now wants time to seek instructions from the company and argue the matter. It is clear that the counsels are wasting the NCLT time for one reason or the other and if NCLT does not oblige, they file an appeal saying that they have not been given the proper opportunity. This factor needs to be noticed by IBBI. The Ld. Counsel for the CD now says that he got the rejoinder last night. We have no other option but to give accommodation to the CD to argue the matter. Ld. Counsel for the Petitioner stated that he is willing to withdraw the Rejoinder if the arguments goes on today. Ld. Counsel for the CD stated that if Rejoinder had been withdrawn earlier, he could have come prepared for arguments.*
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> *7. It is now clear that both the counsels are wasting the time of the Tribunal on one pretext or the other which is spoiling the timelines specified by the Code. However, in the interest of justice, we give one more opportunity. We are inclined to adjourn the matter to* ***18.10.2023.****"*

14. The above order does not indicate that the Applicant has withdrawn his Rejoinder. What counsel for the Applicant stated on 11.10.2023 was that if the arguments goes on that day, the Applicant is willing withdraw the Rejoinder. The fact is that the arguments did not proceed on that day and matter was adjourned to give opportunity to the Corporate Debtor. We, thus,

are of the view that the Adjudicating Authority gave opportunity to the Corporate Debtor to make his submissions on the next date and submissions were not heard on 11.10.2023 since Rejoinder was served on the Corporate Debtor only on 09.10.2023. Matter was heard thereafter on 07.11.2023 and after hearing the matter judgment was reserved. We do not find any substance in the submission of the Appellant that there is any violation of Principles of Natural Justice.

15. Learned counsel for the Appellant has also contended that the impugned order is passed on the basis of instruments which are stamped insufficiently and are not admissible evidence. The said submission has been repelled by learned counsel for the Respondent. It is submitted that in the present case debt and default was admitted by the Corporate Debtor which fact has been noticed by the Adjudicating Authority in the impugned order. The Adjudicating Authority recorded a finding that in the pleading and during the arguments the Corporate Debtor has clearly admitted that it failed to redeem the OCDs on the redemption date. We may extract Para 18 of the impugned order, which is to the following effect:

> *"18. As far as the Applicant is concerned, it has brought on record the admissions of default made by the Respondent. Both in the pleadings and during the arguments, it was pointed out that in Para 6 of Reply dated 28.08.2023 on Page 39, the Respondent clearly admitted in para 'x' that it failed to redeem the OCDs on the Redemption Date. The relevant extracts of the admission read thus*

> *"6. That the contents of Paragraph No. (u) to (x) of the Application/Petition save as matter of the record, are transactional in nature and therefore no reply is needed. However, anything contrary to the record is denied.* ***It is submitted that the Respondent had failed to redeem the OCDs even by the Revised Redemption Date due to the economic crises as a result of the Covid-19 Pandemic situation. The Respondent gave clarifications about the same in its reply vide email dated 30.03.2022 to the notice issued by the Financial Creditor/ ASK Trusteeship Services Pvt. Ltd. dated 05.02.2022.*** *The contents of the email are produced below for ease of reference:*
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> ***X. We understand that in terms of the Agreement, the OCDs were to be redeemed by Nobility on 06.10.2020.*** *However, the same could not be done as our company requested for an extension vide letter dated 03.10.2020. It is not unknown that in 2020, on account of the widespread COVID-19 and subsequent lockdown orders passed by the Government of India, a nation-wide lockdown was brought into effect. As a consequence of the said lockdown, all the constructions activities across India were completely stalled. You will appreciate that during the whole lockdown period, the real estate business was at its lowest which has led to severe losses to our company.* ***Nonetheless, our company has never denied the redemption of OCDs to ASK and is fully aware of its contractual obligation to redeem the OCDs to ASK.****"*
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> *(Emphasis Placed)*
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> *Thus, we find that the Respondent has admitted in unequivocal terms that it had failed to redeem the OCDs even by the Revised Redemption Date due to the economic crises."*

16. The Financial Creditor has also filed 'Record of Default' by Additional Document dated 05.07.223 issued by NeSL. The 'Record of

Default' has been extracted by the Adjudicating Authority in Para 19 of the impugned order which clearly proves default. Relying on the material on record, the Adjudicating Authority concluded that there are sufficient materials to prove financial debt and default by the Corporate Debtor. Learned counsel for the Respondent has relied on the judgment of Hon'ble Supreme Court in ***"M. Suresh Kumar Reddy vs. Canara Bank & Ors., (2023) 8 SCC 387"*** where the Hon'ble Supreme Court after referring to the earlier judgment of Hon'ble Supreme Court in ***"Vidarbha Industries Power Ltd. vs. Axis Bank Ltd., (2022) 8 SCC 352"*** held that in the application under Section 7, the Adjudicating Authority has to look into the debt and default. In Para 11 to 14 following has been held:

> *"**11.** Thus, once NCLT is satisfied that the default has occurred, there is hardly a discretion left with NCLT to refuse admission of the application under Section 7. "Default" is defined under sub-section (12) of Section 3 IBC which reads thus:*
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> > *"**3. Definitions**.—In this Code, unless the context otherwise requires—*
> >
> > ** * **
> >
> > *(12) "default" means non-payment of debt when whole or any part or instalment of the amount of debt has become due and payable and is not [paid] by the debtor or the corporate debtor, as the case may be;"*
>
> *Thus, even the non-payment of a part of debt when it becomes due and payable will amount to default on the part of a corporate debtor. In such a case, an order of admission under Section 7 IBC must follow. If NCLT finds that there is a debt, but it has not become due*

and payable, the application under Section 7 can be rejected. Otherwise, there is no ground available to reject the application.

12. *Reliance is placed on the decision of this Court in Vidarbha Industries and in particular, what is held therein in paras 86 to 89 which reads thus : (SCC p. 377)*

> *"86. Even though Section 7(5)(a) IBC may confer discretionary power on the adjudicating authority, such discretionary power cannot be exercised arbitrarily or capriciously. If the facts and circumstances warrant exercise of discretion in a particular manner, discretion would have to be exercised in that manner.*
>
> ***87. Ordinarily, the adjudicating authority (NCLT) would have to exercise its discretion to admit an application under Section 7 IBC and initiate CIRP on satisfaction of the existence of a financial debt and default on the part of the corporate debtor in payment of the debt, unless there are good reasons not to admit the petition.***
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> *88. The adjudicating authority (NCLT) has to consider the grounds made out by the corporate debtor against admission, on its own merits. For example, when admission is opposed on the ground of existence of an award or a decree in favour of the corporate debtor, and the awarded/decretal amount exceeds the amount of the debt, the adjudicating authority would have to exercise its discretion under Section 7(5)(a) IBC to keep the admission of the application of the financial creditor in abeyance, unless there is good reason not to do so. The adjudicating authority may, for example, admit the application of the financial creditor, notwithstanding any award or decree, if the award/decretal amount is incapable of realisation. The example is only illustrative.*
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> *89. In this case, the adjudicating authority (NCLT) has simply brushed aside the case of the*

> *appellant that an amount of Rs 1730 crores was realisable by the appellant in terms of the order passed by APTEL in favour of the appellant, with the cursory observation that disputes if any between the appellant and the recipient of electricity or between the appellant and the Electricity Regulatory Commission were inconsequential."*
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> *(emphasis supplied)*

13. *A review petition was filed by Axis Bank Ltd. seeking a review of the decision of Vidarbha Industries on the ground that the attention of the Court was not invited to the case of E.S. Krishnamurthy. While disposing of review petition by order dated 22-9-2022, this Court held thus : (Vidarbha Industries Power case, SCC p. 323, paras 6-7)*

> *"6. The elucidation in para 90 and other paragraphs [of the judgment under review] were made in the context of the case at hand. It is well settled that judgments and observations in judgments are not to be read as provisions of statute. Judicial utterances and/or pronouncements are in the setting of the facts of a particular case.*
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> *7. To interpret words and provisions of a statute, it may become necessary for the Judges to embark upon lengthy discussions. The words of Judges interpreting statutes are not to be interpreted as statutes."*

14. *Thus, it was clarified by the order in review that the decision in Vidarbha Industries was in the setting of facts of the case before this Court. Hence, the decision in Vidarbha Industries cannot be read and understood as taking a view which is contrary to the view taken in Innoventive Industries and E.S. Krishnamurthy. The view taken in Innoventive Industries still holds good."*

17. The last submission of the learned counsel for the Appellant is that the Corporate Debtor is a going concern, hence, Section 7 application ought not to have been admitted and has placed reliance on judgment of Hon'ble Supreme Court in ***"Vidarbha Industries Power Ltd. vs. Axis Bank Ltd."***. Learned counsel for the Respondent is right in his submission that judgment of Hon'ble Supreme Court in ***Vidarbha*** is on its own facts and reasons and no ratio can be culled out from the said judgment that if Corporate Debtor is a going concern, Section 7 application has to be rejected on this ground.

18. The Adjudicating Authority by the impugned order has considered the submission of both the parties elaborately and has returned a categorical finding that there is sufficient material on record that proves the existence of financial debt and default. We do not find any error in the order of the Adjudicating Authority admitting Section 7 application. In view of the foregoing discussion and conclusions, we do not find any merit in the appeal. Appeal is dismissed.

[Justice Ashok Bhushan]
Chairperson

[Barun Mitra]
Member (Technical)

[Arun Baroka]
Member (Technical)

NEW DELHI

10th January, 2024.

Archana